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WTH ENGINEERING

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GIS Think•Map

Prepared for:

Jennings County, Indiana

To Provide:

Parcels

WTH TECHNOLOGY

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OVERVIEW

Jennings County, Indiana (the "Client") is in need of certain mapping or GIS related products and services. WTH Technology (the "Company") is a provider of such products and services. This contract defines the scope of products and services to be offered by the Company and the compensation to be paid by the Client.

DESCRIPTION OF PRODUCTS AND SERVICES

Think•Map™ Software

The Client will be provided with **4 Think•Map™ licenses**. This software may be installed on stand alone computers or on a server but use of the software is limited to **4** computers. Each computer where Think•Map™ is used must be registered with The Company. The hardware/system requirements for using the Think•Map™ software are as follows.

SYSTEM REQUIREMENTS	MINIMUM	RECOMMENDED
Operating System**	Win 98 SE, WinNT 4.1, Win2000, WinXP	Windows XP
Processor	Pentium or equivalent	Pentium 4 (2 GHz or faster)
Memory (RAM)	128 MB	512 MB
Available hard disk space required on server or stand alone computers	500 MB for software + map layers. Plus 2 to 80 GB for digital aerial photography images depending on coverage area and resolution	80 GB (Based upon Digital Aerial Photography needs)
Available hard disk space required on workstations when data stored on server	Less than 50 MB	
Video	15" monitor capable of displaying 16 bit color at 800 X 600 resolution or better	17" monitor, 16 bit color, 1024 X 768 resolution
Internet Access (Required for support services)	Dial-up connection with minimum connection speed of 46K	DSL/T1 Connection
Other	CD drive, mouse, keyboard	Laser Printer (with 96 MB of internal memory) Or Color Printer (with 128 MB of internal memory)

***All computers must be current on all Microsoft Windows Critical Updates and Service Packs.*

Land Information Conversion

Property Lines and Parcel Conversion

The Company will create a County-wide GIS-based parcel map by digitizing the Client's existing plat maps, including any blowup pages and subdivision maps, and tile them together into one continuous map. The Company will fit and adjust the digitized plat into its visual location on the finished map using a process that resizes the plat using visual control points on the aerial photography. The Company will correct the location of each plat page to make it line up with the digital aerial photography and the other plat pages. The parcels map will use the Client's existing GIS base map as the foundation for this project.

- The finished map will show all township and range lines, section lines, platted subdivision boundaries, subdivision lot lines, parcel lines, parcel dimensions, and land hooks.
- The parcel number to be used will come from the Area Plan office. Parcel listing sheet data will be attached to the parcel as well.
- For each parcel, the fields for the State of Indiana 18 digit parcel number will be available to fill out by the customer.

Soil Classifications

Digital soils data is available through the USDA/NRCS website. The Company will download the file and add it to the map as a layer to be used with the other data layers that will be created.

Tax Records Interface

The Company will create a match between the parcel data in the mapping system and the tax data in the Client's taxation system. A 100% match cannot be guaranteed for many reasons (i.e. missing data in taxation system and plat maps, misspellings, etc.). A copy of the database must be obtained once the parcel conversion begins to ensure the highest quality of data accuracy.

In order to ensure the highest possible level of data accuracy, a Reconciliation Report will be created once the database is received and the parcel data is reviewed. A preliminary comparison of a sample area of the Client's Plat Data against the Tax Data will be performed. This Reconciliation Report will contain a list of matches that were attempted and the result. A meeting will be scheduled to discuss the results of this report with the Client. The result of this meeting should be one of the following:

1. The client determines that more data should be captured during creation of the parcel layer.

2. The client determines that they will be responsible for rectifying the data in the Tax Database prior to completion of the Data Interface.

3. The client determines they would require the Company to assist in the rectification of the data in the Tax Database prior to completion of the Data Interface.

Items 1 and 3 could possibly require additional work on the part of the Company and therefore alter the terms of this contract.

In addition to the fields identifying each parcel number, additional fields can be added to the parcel layer to include more detailed property information such as owner name, acreage, property description, etc. This same information is currently stored and maintained by the Client in a separate tax records and/or assessment software program provided by another vendor. Therefore, in order to eliminate the need for redundant data maintenance, the Company will provide the Client with an interface between the mapping software and the tax or assessment records database. This interface can be ran as either a nightly batch process that updates every parcel on the map with the latest property information or as a real time interface that retrieves the latest property information on a case by case basis each time the user clicks on a parcel on the map. In either case, the result will be an enhanced way of graphically viewing and querying the property information while the Client continues to use their existing software to maintain these records. This interface will require that the Client's tax or assessment software vendor make this data available to the Company. Some tax/assessment software vendors may have additional charges for their end of this interface.

On-Site Installation and Training

When the project is completed, the Company will install the software and all data files onto each department's existing computers and setup each workstation with a strategy of sharing data with the other departments. The Company will provide on-site training to instruct the Client on use of the software for their specific applications.

Think•Map™ Customer Support

The Company will provide the following services as part of an annual service agreement. These services are to be paid for at the beginning of each 12 month period.

- Software Upgrades
  Any enhancements made to the Think•Map™ system during the term of the customer support agreement will be automatically uploaded (via the synchronization process) to the Client's computer(s) as they become available.

- Phone Support
  Toll Free phone support will be provided for one representative from each department, during regular business hours. Phone support will include answering questions regarding the software and making changes to the system configuration to adapt to the Client's changing needs.

- Off Site Data Backup
  The Company will maintain a backup of any Map Data transferred via the synchronization process. This data can be restored to the Client's computer(s) at their request.

- Pre-Contract Technical Counsel
  The Company will assist the Client in any pre-contract technical decision that needs to be made regarding digital data interfacing with the Think•Map™ GIS system. The Company's wide range of experience will aid the Client in making efficient decisions for the Client and the Think•Map™ product.

- UDX™ (Universal Data Exchange Network) Subscription
  This service will make it possible for departments not connected to a central network (i.e. remote users) to share data with other departments and receive Think•Map™ program updates on a regular basis. Remote users who have Internet access on their computer will be able to automatically connect to the Company's server and send or receive map updates. With this in place, any user responsible for maintaining one or more layers can upload their changes to a remote server and all other users will be able to download these layers so that they are up-to-date on a regular basis. This option does not require the Client to have a network, simply an Internet connection. The Company will work with the staff to achieve a desirable method of updating information.

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DELIVERY AND INVOICING SCHEDULE

	Delivery Date from Contract Signing	Description	Invoice Date from Contract Signing	Amount
Delivery	150 Days	(4) Think•Map™ Licenses	30 Days[2]	$ 3,000.00
Delivery	150 Days	Land Information Conversion	30 Days[2]	$ 183,200.00
Delivery	150 Days	Tax Records Interface	30 Days[2]	$ 5,000.00
Total GIS Cost			**TOTAL**	**$ 191,200.00**
	Annual Customer Service[3]		30 Days	$ 5,000.00

[2] *The Company will invoice the customer on a monthly basis based on the number of months until the project is completed. The dates to the final completion date will begin after the signing of this contract and the delivery of all source materials by the Client. The delivery and invoice dates will be reviewed once the contract is signed and may be adjusted if needed.*

PAYMENT SCHEDULE

	Description	Invoice Date from Contract Signing	Amount
Invoice 1	Project Payment for Production Services	30 Days[2]	$ 16,440.00
Invoice 2	Project Payment for Production Services	60 Days[2]	$ 16,440.00
Invoice 3	Project Payment for Production Services	90 Days[2]	$ 16,440.00
Invoice 4	Project Payment for Production Services	120 Days[2]	$ 16,440.00
Invoice 5	Project Payment for Production Services	150 Days[2]	$ 16,440.00
Total Payments for Year 1		**TOTAL**	**$ 82,200.00**
Invoice 6	Balance Project Payment : Year 2	360 Days[2]	$ 56,000.00
Invoice 7	Final Project Payment : Year 3	720 Days[2]	$ 53,000.00
Total Project Payments		**TOTAL**	**$ 191,200.00**
Customer Service	Annual Customer Service[3]	30 Days	$ 5,000.00

[3] *Annual Customer Service is billed separately from the project invoices.*

LIMITATION OF LIABILITY

In no event shall either party be liable to the other for any indirect, special, or consequential damages or lost profits arising out of or related to this agreement or the performance of breach thereof, even if such party has been advised of the possibility thereof.

The Company takes no responsibility for the accuracy of source data provided by the Client or for any errors resulting from any inaccuracies. It is the responsibility of the Client to review the data for accuracy.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the parties have executed this Agreement as of this 26th day of Sept. 2005.

Company:
WTH Technology

Signature: _____

Name: Rex Jones

Title: President

Date: 9-26-05

Client:
Jennings County, Indiana

Signature: _____

Name: Robert R. Willhite

Title: Co. Comm.

Date: 9-26-05

Signature: _____

Name: Tim Reeves

Title: Co. Com.

Date: 9-26-05

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: Richard B. Schneider

Title: JCNN Co. Comm.

Date: 9-26-05

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